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- 1. In accordance with the provisions of the basic contract F33657-95-D-2966, Special Contract Requirement H-013 "Orders" and this delivery order 0022, the contractor shall provide effort in accordance with the attached Statement of Work(SOW) entitled, "SPECIAL OPERATIONS FORCES PROGRAM OFFICE SCHEDULE MANAGEMENT AND ANALYSIS SUPPORT FOR THE TSSAM LITIGATION SUPPORT MISSION" as specified below at a ceiling amount of \$111,163.45.
- 2. SECTION B: The Supplies/ Services Schedules are set forth on pages 3-4 hereto.
- 3. SECTION G: Appropriation and Accounting Classification data is set forth on page 5 hereto.

4. SECTION H

In accordance with AFMC FAR Sup 5352.245-9000 Base Support(July 1992), base support will be provided by ASC/LUA, Bldg 16 Rms 0100,0101, and 025. Access to phones, copiers, facsimile machines, computer resources, and generic office supplies will be provided.

5. SECTION I

Contract Line Item Number(CLIN) 0005 is completely funded and subject to the provisions clause FAR 52.232-20 "LIMITATION OF COST".

6. SECTION J: List of Attachments is set forth on page 6 hereto(NOTE: DD 254 Contract Security Classification Specification, dated 11 May 1999 is attached hereto and made a part hereof).

ITEM SUPPLIES OR SERVICES Qty Purch_Unit Unit Price Total Item Amount

0001

\$102,748.45

SPECIALIZED COMPTROLLER FUNCTIONAL SUPPORT

acrn: AA

security:

IJ

Y - TIME AND MATERIALS

contract type: completion date:

14 JUN 2000

descriptive data:

The Contractor shall provide Comptroller Support in accordance with the Statement of Work(SOW), dated 99 May 10, Section J Atch 1.

Listed below are the negotiated labor categories and corresponding labor hours for each category:

YEAR 4

LABOR CATEGORY CONTRACTOR PRIME (OFF-SITE) Senior Analyst(PL) PRIME (OFF-SITE) Data Technician Senior Analyst PRIME (ON-SITE) SUBTOTAL

ESTIMATED HOURS 4 4 584 592

YEAR 5

CONTRACTOR PRIME(OFF-SITE) PRIME (OFF-SITE) PRIME (ON-SITE) SUBTOTAL

LABOR CATEGORY ESTIMATED HOURS Senior Analyst(PL) 8 Data Technician 9 <u>1,328</u> Senior Analyst 1,345

1,937

0002

TOTAL

NSP

DATA- EXHIBIT A

acrn: U

security:

DD1423 is Exhibit:

contract type:

Y - TIME AND MATERIALS

completion date:

14 JUN 2000

descriptive data:

Submit data in accordance with Section J Exhibit A, Contract Data Requirements List (DD Form 1423) dated 99 MAY 12.

SECTION B F33657-95-D-2966 0022

PAGE 3

ITEM SUPPLIES OR SERVICES

Qty Purch Unit

Unit Price Total Item Amount

0005

\$8,415.00

TRAVEL AND COMPUTER SERVICES

acrn: AA

security:

contract type:

completion date:

descriptive data:

Travel and Computer Services in support of CLIN 0001 above.

Obligation

ACRN Appropriation/Lmt Subhead/Supplemental Accounting Data

Amount

AA

\$111,163.45 57 93400 309 4720 340000 040000 592IA 72806F 503000 F03000

funding breakdown: On Clin 0001: \$102,748.45 On Clin 0005: \$8,415.00

pr/mipr: GVJFA997200023 \$111,163.45

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	4	10 MAY 1999	Statement of Work entitled, "SPECIAL OPERATIONS FORCES PROGRAM OFFICE SCHEDULE MANAGEMENT AND ANALYSIS SUPPORT FOR THE TSSAM LITIGATION SUPPORT MISSION"
ATTACHMENT 2	8	11 MAY 1999	DD 254 CONTRACT SECURITY SPECIFICATION CLASSIFICATION
EXHIBIT A	1	12 MAY 1999	CONTRACT DATA REQUIREMENT LIST(CDRL)

STATEMENT OF WORK

FOR THE

SPECIAL OPERATIONS FORCES

PROGRAM OFFICE

SCHEDULE MANAGEMENT AND ANALYSIS

SUPPORT

FOR THE TSSAM LITIGATION SUPPORT MISSION

REQUESTING OFFICE: ASC/LUA

DATE SUPPORT REQUIRED: 15 June 1999

1. Objective

The objective of this delivery order is to provide specialized cost/schedule research support and assistance to the Special Operations Forces Program Office's Tri-Service Standoff Attack Missile (TSSAM) Litigation Support Office, ASC/LUA. The program managers within TSSAM will use the support to enhance their ability to perform critical tasks and effectively manage the litigation with The Northrop Grumman Military Aircraft Division (NGMAD) and the Department of Justice (DoJ).

2. Scope

The contractor shall provide cost/schedule research support assistance to TSSAM for all areas of schedule analysis, schedule creation and management. The contractor shall supply support for schedule networking for sustainment of litigation support activities for the Air Force. The contractor shall be required to develop, analyze and maintain a master integrated program schedule for TSSAM litigation.

3. Detailed Requirements

The contractor shall perform, but not be limited to, the following types of activities: identify TSSAM analysis of schedules; preparation of presentation materials; and other tasks and activities as listed under section 3.1

3.1 Schedule and Financial Management Support

The contractor shall provide qualified personnel to give integration, communication, coordination, organization, and planning expertise to the acquisition as outlined in the following paragraphs.

3.1.1 Reviews

The contractor shall support, plan for, coordinate, and participate in integration program reviews such as, but not limited to, the following types: executive reviews, readiness reviews, technical reviews, design reviews, requirements reviews, working groups, management reviews, etc.

3.1.2 Studies and Analyses

Conduct studies and analyses for the identification and resolution of program problems or issues and to support and assist in the development of program documentation such as support plans, Integrated Master Schedules, and other program plans, strategies, schedules, or agreements necessary for efficient program management.

3.1.4 Schedule Networking, and Schedule Assessments

The contractor shall assist in milestone planning, tracking, and schedule assessment. Assistance shall include the development and maintenance of specific task or project-

oriented schedule program reviews and assessments, as determined by the program managers/integrated product teams. The contractor shall update, analyze, and maintain the TSSAM Program Master Schedule, which tracks the progress of the various ongoing litigation support activities. Schedule networking efforts will address the following areas: network statusing, generation of network graphics, and assignment of realistic duration and relationships to network elements. The contractor may be required to research, analyze and document the history of Monte Carlo based risk assessments that were performed during the Engineering, Management, and Development (EMD) phase of TSSAM in support of litigation activities. In addition, the contractor shall collect, analyze, and document history pertaining to allegations in claim that the government negatively impacted the plaintiff's program schedule. Also, analyze and answer to the scheduling on the Delay and Disruption Complaint.

3.1.5 Metrics

Assist in developing, tracking, analyzing, and maintaining schedules.

3.1.6 Program Briefings

Support program briefings and reports by gathering information, preparing charts, and other support as required.

4. GENERAL AND SPECIAL REQUIREMENTS

4.1 Data

The contractor shall provide overall status reviews to ASC/CDS every quarter. These reviews shall identify all ongoing task orders with associated schedules and expenditures todate, describe planned actions, and describe difficulties encountered in performing work. (CDRL A001)

4.2 Work Locations and Work Days

Work in support of this delivery order shall be performed primarily at the TSSAM office, Area B, 2275 D Street, Bldg 16, Rooms 0101 and 025, WPAFB, OH or other Area B WPAFB site to be determined. Some travel by contractor personnel may be required to support reviews, conferences, and meetings. Contractors shall observe the same holidays as the Federal Government.

4.3 Non-Disclosure Agreements

Non-disclosure agreements shall be accomplished by the contractor prior to access to litigation sensitive or proprietary data, information, or documents. Contractor involvement on source selection activities shall be in a non-decision making role only.

4.4 Technical Integration: Contractor shall work under the functional guidance/task integration of the contractor designated in writing by ASC/LU as the Contract Issues Resolution Team (CIRT) Technical Coordinator.

4.5 Security Clearance Requirements

TSSAM is a special access program. Documents within the Program Office and NGMAD are for the large part classified in accordance with Special Access procedures. Contractor personnel shall possess a Secret/SAR security clearance updated within the last five years in order to have access to this data. The contractor shall strictly comply with all applicable security regulations in performance of his duties including proper marking of any material he produces. Contractor personnel shall perform security activities in accordance with the contract #F33657-95-D-2966 security agreement paragraph (1.i), 2 July 1998.

5. APPROVAL OF PURCHASES: Not applicable

Atch 2 Page 1 of 8

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Day	ton, OH 45431						Cincago IL 0000	17-4333			
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Atch 2 Page 2 of 8

	oposed public releases shall be submitted for approval prior to release
Direct X Through (Specify): ASC/PA, 1865 4th Street, Suite 15, WPAFB, OH 45433-7129. All request for	or public for public release of information shall go
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to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of De In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.	sfense (Public Affairs) for review.
13. SECURITY GUIDANCE. The security classification guidance need for this classified effort is identified other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encollassification assigned to any information or material furnished or generated under this contract; and to suit below. Pending final decision, the information involved shall be handled and protected at the highest level classified effort. Attach, or forward under separate correspondence, any documents/guidelines/extracts retained.	couraged to provide recommended changes; to challenge the guidance or the ibmit any questions for interpretation of this guidance to the official identified of classification assigned or recommended. (Fill in as appropriate for the ference herein. Add additional pages as needed to provide complete
 a. Ref Blk 10e(2) & 10h: General Intelligence Material/Foreign Disclosure a b. Ref Blk 10f: Special Access Program (SAP) requirements apply. See con 	
c. Ref Blk 10j: FOUO applies. See addendum.d. Ref Blk 11a: Releasing contractor or Government activity will furnish contractor.	mplete classification guidance for the service to be
performed. Contractor performance is limited to ASC/LUA. Bldg 16, Area e. Ref Blk 11i: EMSEC requirements apply. See addendum. EMSEC requirements	B, Rooms 0101 and 0025 WPAFB, OH 45433.
f. Ref Blk 11L: The Notification of Government Security Activity and Visito	or Group Security Agreement clause applies. See
contract clause for further details. g. Security Requirements and guidance are established by the National Indus	strial Security Operating Manual (NISPOM).
January 199, the NISPOM Supplement, (NISPOMSUP), December, 1994, and	nd the DOD Overprint to the NISPOMSUP, January
1998 and the TSSAM Program Security Directive and Security Classification directives may result in the suspension or removal of access which may be greater.	guide, 7 November 1994. Violations of these ounds for contract default.
h. FAE: John Kaufhold, ASC/LUA, (937)255-0088, 2275 D Street, Bldg 16	Area B Room 0101, WPAFB, OH 45433-7283
i. FAC: Marjorie Radford, ASC/CDSY, (937)255-1783 ext 4658, 2275 D S	Street, Suite 21, WPAFB,OH 45433-7283
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ADDE: UM TO DD FORM 254 22 October 1996

GENERAL INTELLIGENCE MATERIAL/FOREIGN DISCLOSURE

- 1. Special Requirements for General and Foreign Intelligence Material. In addition to the requirements and controls for classified material, the Director, Central Intelligence, sets up additional requirements and controls for intelligence in the possession of contractors. The contractor must:
- a. Maintain control of all intelligence materials released in his or her custody in accordance with DOD 5220.22-M, the National Industrial Security Program Operating Manual (NISPOM), January 1995, paragraphs 5-200, 201 and 202 for control. Contractors agrees that all intelligence material released, all reproductions and other material generated (including reproductions) are the property of the US Government.
 - b. Maintain control of all reproduced intelligence data in the same manner as the original.
- c. Destroy intelligence materials in accordance with approved methods identified in the NISPOM.
- d. Restrict access to those individuals with a valid need-to-know who are actually providing services under the contract. Further dissemination to other contractors, subcontractors, or other government agencies and private individuals or organization is prohibited unless authorized in writing by the Contracting Officer's Representative (COR) with prior approval of ASC/NAIC/POA.
- e. Not release intelligence data to foreign nationals or immigrant aliens, regardless of their security clearance or contract status, without advance written permission from the COR, Foreign Disclosure Policy Office (ASC/SYSR), and ASC/NAIC/POA.
- f. Ensure that each employee having access to intelligence material is fully aware of the special security requirements for this material.
- 2. Returning Intelligence to the Air Force. Contractors must return intelligence data to the COR at the termination or completion of a contract unless the COR has provided written approval for the contractor to retain for an additional two years. If retention is required beyond the two year period, the contractor must again request and receive written retention authority from the COR. If the COR grants retention authority, he or she must provide a copy of the written approval to ASC/NAIC/POA.
- 3. Release of Classified and Unclassified Information to Foreign Government and Their Representatives. Any military activity or defense contractor receiving a request from a foreign government or a representative thereof, for intelligence data about this program, shall forward the request to ASC/SYSR and ASC/NAIC/POA. Information released under Foreign Military Sales (FMS) must comply with the specific USAF disclosure guidance issued for the specific FMS customer.

SCHOOL STATE

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ADDENDUM TO DD FORM 254 08 February 1999

USE OF SPECIAL INTELLIGENCE MARKINGS

1. Authorized Control Markings of Intelligence Information

a. "Dissemination and Extraction of Information Controlled by Originator (ORCON)".

This marking may be used only on classified intelligence that clearly identifies or would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effectiveness. It is used to enable the originator to maintain continuing knowledge and supervision of the further use of intelligence beyond the original dissemination. This control marking may not be used when access to the intelligence information will reasonably be protected by use of its classification marking (i.e. Confidential, Secret, Top Secret), or by use of any other control marking specified herein.

b. "Not Releasable to Foreign Nationals (NOFORN)"

This control marking is used to identify classified intelligence material that may not be released in any form to foreign governments, foreign nationals, or non-US citizens without permission of the US Government originator, and then only when released in compliance with the National Disclosure Policy.

c. "Authorized for Release to (Name of country(ies)/international organization"

This marking is used to identify classified intelligence material that the US Government Originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.

2. Procedures Governing Use of Control Markings

- a. Any recipient desiring to use intelligence in a manner contrary to the restrictions established by the control markings set forth above, shall obtain the advanced permission of the originating agency. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originator will ensure that prompt consideration is given to recipients' requests, with particular attention to reviewing and editing if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.
- b. The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control markings also shall be indicated by parenthetical use of the markings abbreviations at the beginning or end of the appropriate portions. If the control markings apply to several or all portions, the document may be marked with a statement to this effect rather than marking each portion individually.
- c. The control markings in paragraph one (1) shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other markings specified by EO 12958 and its implementing ISOO Directive. The markings shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.

Current Guidance Implementation of DCID 1/7, 30 June 1998

ADDENDUM TO DD FORM 254 Revised 4 November 1998

EMISSION SECURITY (EMSEC) REQUIREMENTS (FORMERLY TEMPEST REQUIREMENTS)

EMISSIONS SECURITY ASSESSMENT REQUEST (ESAR)

FOR ALL CLASSIFIED SYSTEMS

- 1. The contractor shall ensure that compromising emanations (EMSEC) conditions related to this contract are minimized.
- 2. The contractor shall provide countermeasure assessment data to the Contracting Officer (CO), in the form of an ESAR. The ESAR shall provide only specific responses to the data required in paragraph 3 below. The contractor's standard security plan shall NOT be used as a "stand-alone" ESAR response. The contractor shall NOT submit a detailed facility analysis/assessment. The ESAR information will be used to complete an EMSEC Countermeasures Assessment Review of the contractor's facility to be performed by the government EMSEC authority using current Air Force EMSEC directives. EMSEC is applied on a case-by-case basis and further information may be required to complete the review. The contractor shall provide this information to the CO when requested. After the evaluation of the ESAR by the government EMSEC authority, additional EMSEC requirements may be necessary. When changes to the information required in paragraph 3 below occurs (including, but not limited to, relocation, additions, or deletions of equipment from the original approved room), the contractors shall notify the CO of these changes. Upon request, the contractor shall submit to the CO a new ESAR, identifying the new configuration at least 30 days before the change occurs. The contractor shall NOT commence processing with the new configuration until receiving, as a minimum, interim approval from the CO.
- 3. *ESAR contents shall include, as a minimum, the following information:
- a. The specific classification and special categories of material to be processed/handled by electronic means. Include percentage of each classification level used including unclassified (i.e., 5% Top Secret, 10% Secret/SAR, 25% Secret, 60% Unclassified).
- b. The specific location (complete address, building/room number, or office) where classified processing will be performed. Include identification of any other contractor/company located within 200 meters of the facility.
- c. Attach a copy of the Defense Investigative Service (DIS) Form 147 to validate physical security and approved storage level of the facility.
- d. Provide the name, title, and telephone number (commercial and/or DSN) of a point of contact at the facility where processing will occur.
- 4. The prime contractor shall ensure that all subcontractors and/or vendors comply with EMSEC requirements when performing classified processing related to this contract. The subcontractor will provide the above documentation through their prime to the CO to complete the ESAR.

*NOTE: A copy of your Automated Information System Security Plan(s) (AISSP) will suffice.

ADDENDUM TO DD FORM 254 Revised 4 November 1998

EMISSION SECURITY (EMSEC) REQUIREMENTS (FORMERLY TEMPEST REQUIREMENTS)

EMISSIONS SECURITY ASSESSMENT REQUEST (ESAR)

FOR TOP SECRET SYSTEMS

- 1. In addition to the information required for all classified systems, the following will be required for Top Secret processing:
- a. Identify the radius (in meters) of the physical control space available around the system, equipment, or facility. Describe the barriers, doors, fences, walls, etc that define the area. Describe the control exercised over the area during duty and nonduty hours. Describe other factors which contribute to control (i.e., visitor procedures, escort requirements, searches of personnel and/or vehicles, etc).
- b. Identify the type and location (relative to the classified system) of any unfiltered/telephone or communication lines, shielded or unshielded twisted pair cables or fiber, underground or unfiltered power lines, conduit, heating and air conditioning ducts, water pipes, etc, that transgress the established controlled area.
- c. Describe the building in which the classified system(s) is housed, i.e., concrete block outer walls, 2" X 4" and single ply gypsum board inner walls, true floor to true ceiling walls, metallic (steel) or solid wood doors, windows (if there are windows, describe the type of coverings on them), etc.
 - d. Diagrams and/or drawings would be extremely helpful.
- 2. Additional information may be requested upon review of the documentation provided.

ADDENDUM TO DD FORM 254 23 March 1998

FOR OFFICIAL USE ONLY (FOUO)

The following procedures will be used to protect FOR OFFICIAL USE ONLY (FOUO) information.

1. HANDLING: Access to FOUO material shall be limited to those employees who need the material to do their jobs. The FOR OFFICIAL USE ONLY marking is assigned to information when created by a DOD User Agency. FOR OFFICIAL USE ONLY is not a classification, but requires extra precautions to ensure it is not released to the public.

2. MARKING:

- a. Mark an unclassified document containing FOUO information "FOR OFFICIAL USE ONLY" at the bottom of each page containing FOUO information and on the bottom of the front page or front cover (if any) and on the back of the last page and on the back cover (if any).
- b. In a classified document, mark:
 - (1) An individual paragraph that contains FOUO, but not classified information, by placing "(FOUO)" at the beginning of the paragraph.
 - (2) The top and bottom of each page that has both FOUO and classified information, with the highest security classification of the information on that page.
 - (3) "FOUO" at the bottom of each page that has FOUO information but is not classified...
 - (4) If a classified document also contains FOUO information or if the classified material becomes FOUO when declassified, place the following statement on the bottom of the cover or the first page, under the classification marking: "NOTE: If declassified, review the document to make sure material is not FOUO and not exempt under AFI 37-131 before public release.
- c. Mark other records, such as computer print outs, photographs, films, tapes, or slide 'FOR OFFICIAL USE ONLY" so that the receiver or viewer knows the record contains FOUO information.
- d. Mark each part of a message that contains FOUO information. Unclassified messages containing FOUO information must show the abbreviation "FOUO" before the test begins.
 - e. Make sure that documents that transmit FOUO materials call attention to any FOUO attachments.
- 3. STORAGE: To safeguard FOR OFFICIAL USE ONLY records during normal duty hours, place them in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the information. After normal duty hours, store FOUO records to prevent unauthorized access. File them with other unclassified records in unlocked files or desks when normal internal building security is provided. When there is no internal security, locked buildings or rooms usually provide adequate afterhours protection. For additional protection, store FOUO material in locked containers such as file cabinets, desks, or bookcases. Expenditure of funds for security containers or closed areas solely for the protection of FOUO data is prohibited.
- 4. TRANSMISSION: FOUO material shall be transmitted by the same methods as other UNCLASSIFIED material. Discussion of FOUO material on the telephone is authorized if necessary for performance of the contract. FOUO information may be transmitted over telephone lines in digital form, by telecopies, or by other commercial teletype lines without encryption.
- 5. **RELEASE**: FOUO information may be released only to DoD components, officials of DoD component, and other DoD contractors when needed to conduct official DoD business.
- 6. **DESTRUCTION**: When no longer needed, FOUO information may be disposed of by any method which will preclude its disclosure to unauthorized individuals.

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ADDE UM TO DD FORM 254

05 February 1999

NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY

- 1. Thirty days **before** the date Contractor operations will begin on Wright-Patterson AFB OH, the Contractor shall provide ASC/SYSPC, 1801 Tenth Street, WPAFB, OH 45433-7625 the following information:
- a. The name, address, and telephone number of your company's Facility Security Officer and your designated on-site security representative;
 - b. The contract number and military contracting command;
- c. The highest classification category of defense information to which Contractor employees will have access;
 - d. The date Contractor operations will begin on WPAFB OH;
 - e. The estimated completion date of operations on WPAFB OH;
- 2. This requirement is in **addition** to visit request notification procedures contained in DoD 5220.22M, National Industrial Security Program Operating Manual, Chapter 6.

Exhibit A Page 1 of 1

CONTRACT DATA R. JIREMENTS LIST

(1 Data Item)

m Approved OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Afrington, VA 22202-4302. Respondents should be aware that notwithstending any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

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